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6-17-1937

Marshall Shoe Company and United Retail and Wholesale Employees of America, CIO (1937)

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Marshall Shoe Company and United Retail and Wholesale Employees of America, CIO (1937)

Location

Cincinnati, OH

Effective Date

6-17-1937

Expiration Date

9-17-1938

Number of Workers

5

Employer

Marshall Shoe Company

Union

United Retail and Wholesale Employees of America

NAICS

44

Sector

Private

Item ID

6178-009b131f038_01

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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AGREEMENT

This Agreement dated June 17th 1937 between Marshall Shoe Company (hereinafter referred to as the Company) and THE COMMITTEE FOR INDUSTRIAL ORGANIZATION, through the United Retail Employees of America (hereinafter referred to as the Union) or its successor, employed by the Company.

SECTION 1. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between its employees, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

SECTION 2.-RECOGNITION. The Company recognizes the Union as the collective bargaining agency for all employees in its employ. The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any members because of membership in the Union.

SECTION 3.- WAGES. (a) The salary for salespersons and fitters employed by the Company in the departments shall be seven (7%) percent commission on all sales. The manager is to have a drawing account of twenty-seven (\$27.00) dollars. The first two sales people shall have a drawing account of twenty-two (\$22.00) dollars, and the drawing account for the next three shall be eighteen (\$18.00) dollars.

(b). If after four consecutive weeks an employee has not earned his drawing account his case should be taken up for discussion and decided upon.

(c). One weeks notice shall be given by employer or employee in the event either wants to make a change.

(d). The hours of employment shall be from 9 A.M. to 6 P.M., with an interval of one(1) hour for lunch and one (1) hour for dinner when working overtime.

(e). It is agreed that no member of this Union shall be employed in excess of forty-eight (48) hours per week.

(f). Overtime work shall be paid for, over the hours specified in section 3-b, at the rate of seventy-five cents (75¢) per hour.

SECTION 4.- VACATIONS. Each employee, who is a member of the Union, in the service of the Company one year or more from the signing of this Agreement shall receive one (1) week's vacation with pay, such vacations will be paid for on the basis of their weekly earnings over the period of the preceding year. Such vacation to be taken in a single period.

Vacations will, so far as possible, be granted at times most desired by employees, but the final right to allotment of vacation period is exclusively reserved to the Company in order to insure the orderly operation of the Store.

SECTION 5.- SENIORITY. It is understood and agreed, however, that in all cases of promotion or indrease, or decrease of forces, the following factors shall be considered, and where factors (b), (c), (d), and (e) are relatively equal, length of continuous service shall govern.

- (a) Length of continuous service.
- (b) Knowledge, training, ability, skill, and efficiency.
- (c) Physical fitness.
- (d) Family status; number of dependents, etc.
- (e) Place of residence.

SECTION 6. - ADJUSTMENT OF GRIEVANCES.

It is mutually agreed that in case of any disagreement arising under the provisions of this Contract, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

1. Between employer and employee.
2. Between a member or members of the Grievance Committee, designated by Union, and the manager.
3. Between the representatives of the National Organization of the Union and the Representatives of the executives of the store.
4. In the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire to be appointed by mutual agreement of the parties hereto. The decision of the umpire shall be paid jointly by the owners of the store and the Union.

Specific periods shall be agreed upon between the Grievance Committee and the manager of the store for the presentation of grievances, hereunder. Provided, however, that matters pertaining to discharges or other matters that cannot reasonably be delayed until the time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

The Grievance Committee shall consist of three employees to be designated by the Union.

SECTION 7. - DISCHARGE CASES.

In the event ~~sa~~ a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been discharged unjustly, such discharge shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to the discharge, the Company shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases

of discharges shall be taken up and disposed of within five (5) days from the date of discharge.

SECTION 8. - FUTURE CONFERENCES. Joint conferences between Representatives of the Company and of the Union shall commence in Cincinnati, August 27, 1937, for the purpose of negotiating an Agreement with regard to wages, hours, and working conditions, to take effect upon the expiration of this agreement.

SECTION 9. - HOLIDAYS. The following days shall be considered holidays, during which days there shall be no regular work. The employees shall be paid on the basis of their weekly pay.

Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas
New Years Day

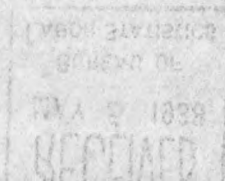
Whenever anyone of these Holidays falls on Sunday, the following Monday shall be observed instead.

SECTION 10. - TERMINATION DATE. This Agreement shall remain in full force and effect until September 17th, 1937 inclusive.

Marshall Shue Co

By *W. J. Greenberg*
Company
President

COMMITTEE FOR INDUSTRIAL ORGANIZATION
By *Paul W. Fuller*
Regional Director



U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

Jan. 13, 1938

Mr. Paul W. Fuller, Reg. Dir.
 United Retail Employees of America
 Ohio Valley Reg. Off.
 812 Keith Bldg.
 Cincinnati, Ohio

Dear Sir:

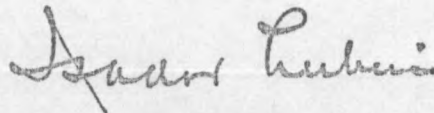
Information has come to us that you have concluded an agreement
 with the Marshall's Sample Shoe Store.

As the Bureau of Labor Statistics endeavors to keep a record of
 all union agreements and all renewals of existing contracts, I am
 writing to ask if you will kindly furnish a copy of the agreement.
 If you have only one copy available and so designate, we shall be
 glad to type a duplicate and promptly return the original. If you
 so indicate, we shall keep the identity of the agreement confiden-
 tial, using the material only for general analysis which will not
 reveal the name of the union.

We shall appreciate your cooperating with us by answering the
 questions listed below and by giving any other information which
 you think might be useful to us. The enclosed envelope for reply
 requires no postage.

If at any time we can be of service to you, please write us.

Very truly yours,



Isador Lubin
 Commissioner of Labor Statistics

Name of company or employers' association signing the agreement _____

Sol Greenberg President of Company
 (If more than one employer, please list on reverse side)

Number of companies covered by agreement 5

Number of union members working under terms of agreement 5

Number of non-members working under terms of agreement None

Branch of trade covered Retail Shoe

Date signed June 17, 1937 Date of expiration Sept 17, 1937

N.C. Butler C.I.O. Rep. 812 Keith Bldg.
 (Name of person furnishing information) (Address)